

A-E CONTRACTING BULLETIN 98-01, 16 JAN 98

SUBJECT: PERFORMANCE EVALUATIONS FOR A-E IDCs

1. Indefinite delivery contracts are now the primary type of A-E contract used in USACE. Hence, it is important to thoroughly understand the rules for preparing performance evaluations for IDCs. Refer to EFARS 36.604 (S-100) and ER 715-1-20, para. 6-6 thru 6-8. Also, I am looking for any ideas you have for simplifying these rules, which are admittedly somewhat involved.

2. An interim contract evaluation shall be prepared at the end of each contract period. This includes the final period (such as the third year of a three year IDC) if work is not substantially completed on all orders at the end of the final period. Typically the contract period is one year. However, if the monetary ceiling for the period is reached (and the next option period exercised) in less than a year, the interim evaluation is prepared then. Also, in those special cases where the contract period is more than a year (which requires HQUSACE approval prior to synopsis), an interim evaluation is prepared annually.

3. The interim contract evaluation is cumulative. This means it is a composite or roll-up of all orders completed or substantially completed so far in the contract (except for orders over \$500,000 as discussed in paragraph 5), not just the current period. The most recent interim evaluation replaces any earlier interim evaluation in ACASS. The performance on various orders would typically be weighted by dollar value. The interim evaluations, as well the final evaluation discussed in paragraph 4, would include any information on the A-E's performance during construction when relevant. If no orders have been issued or completed, an interim evaluation must still be prepared for tracking purposes. The discipline, attribute and overall ratings would be left blank and the remarks annotated accordingly.

4. If all work is substantially completed at the end of the final contract period (i.e., contract expiration), then prepare a final evaluation of the overall contract instead of an interim. If the work is incomplete, prepare an interim evaluation at the end of the final period as stated in paragraph 2, and do a final evaluation when the work is substantially completed. But, in any case, a final evaluation must be prepared within six months of contract expiration, even if some work is still not completed. The final evaluation can always be revised if the quality of subsequent work performed is much different than already evaluated.

5. Each order over \$500,000 must be evaluated separately since it represents such a large amount of work. Work on such large orders would be excluded from the cumulative interim and final evaluations of the overall contract to avoid "double-counting" the work. Also, if the work on an order over \$500,000 is anticipated to last more than 18 months, an interim evaluation of the order must be prepared annually. If the task order is for design and the project is constructed, then an after-construction

evaluation must also be prepared for the order.

6. Instead of the above procedures, some districts have chosen to evaluate each task order individually and not do interim and final contract evaluations. This is an acceptable alternative. Those districts find this approach simpler to administer, although it generates more pieces of paper. The main disadvantage is that it puts many more evaluations into ACASS, making the retrieval and review of evaluations for selections more time intensive.

7. Do you have any ideas on how best to evaluate IDCs? Is the method in the ER understandable and reasonable? Or, is evaluating each order individually better? What about evaluating each order individually, but over a certain threshold (\$50K?, \$75K?, \$100K?) and not evaluating smaller orders? Give me any thoughts by return E-mail.

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